

REMARKS

Claims 1-45 were originally presented in the subject application. Claims 1, 16 and 31 have hereinabove been amended to correct a typographical error. No claims have herein been substantively amended, added or canceled. Therefore, claims 1-45 remain in this case.

The addition of new matter has been scrupulously avoided.

Claims 1, 16 and 31 have herein been amended to address a typographical error noted during the drafting of the present response. Specifically, "...while the purchase waits..." has been amended to recite --while the purchaser waits--.

Applicants respectfully request reconsideration and withdrawal of the various grounds of rejection.

35 U.S.C. §102(a) Rejection

The Office Action rejected claims 1, 2, 8, 31 and 32 under 35 U.S.C. §102(a), as allegedly anticipated by Dialog File 613 (PR Newswire, "Vetcentric.com Web-Enables Veterinary Supply Chain Using Neon Technology," dated July 13, 2000). Applicants respectfully, but most strenuously, traverse this rejection.

With respect to the anticipation rejection, it is well settled that a claimed invention is not anticipated unless a single prior art reference discloses: (1) all the same elements of the claimed invention; (2) found in the same situation as the claimed invention; (3) united in the same way as the claimed invention; (4) in order to perform the identical function of the claimed invention. In this instance, Dialog File 613 fails to disclose at least one element of each of the independent claims and as a result does not anticipate, or even render obvious, applicants' invention.

For example, Applicants submit that there is no disclosure, teaching or suggestion of "obtaining an electronic order confirmation, comprising an entitled price..." as recited in

claims 1 and 31. In contrast, the only thing disclosed in Dialog File 613 is placing a standard order, with no specific disclosure regarding price, let alone an entitled price. For convenience, Applicants reproduce below the first paragraph of the present application under "Background Information" on page two (i.e., page two, lines 7-16):

Electronic transactions involving the purchase of various goods and services have steadily increased with the popularity and use of public electronic environments, such as, for example, global computer networks (e.g., the INTERNET). Among the biggest participants in such electronic transactions are large businesses that typically make volume purchases. These types of companies tend to negotiate price discounts with one or more sellers of goods they need. Such negotiated prices are referred to herein as the "entitled price," which is the price a buyer is entitled to for a given item based on an entitlement, such as, for example, a contract with the seller or a promotional offer from the seller (e.g., a coupon) or a program with a business partner of the seller (e.g., "point" programs similar to airline mileage programs).

Thus, Applicants submit that an entitled price is clearly described in the present application as something different from a standard price. Therefore, Applicants maintain that there is no disclosure, teaching or suggestion in Dialog File 613 of the claimed entitled price.

As another example, Applicants submit that Dialog File 613 fails to disclose, teach or suggest "obtaining an electronic order confirmation, comprising ... an estimated date of delivery..." as recited in claims 1 and 31. In contrast, Dialog File 613 simply discloses that "the customer ... has the ability to track status from order entry through product shipment." Applicants submit this is simply not the same as an explicit estimated date of delivery that is part of the order confirmation. In fact, tracking the status, as set forth in Dialog File 613, does not even necessarily include an estimated date of delivery (e.g., it could just indicate "in transit" and then "delivered") – we simply do not know, as there is no more information other than the quoted language.

Therefore, Applicants submit that neither of claims 1 and 31 can be anticipated by or made obvious over Dialog File 613.

As part of the above-noted rejection, the Office Action alleged that "...it is known in the art that order confirmation comprises price and delivery date for tracking order status." Applicants respectfully request proof that such was the case in the appropriate time frame, especially when even today electronic order confirmations do not typically include an estimated date of delivery. Today, an estimated date of delivery (versus an estimated date of shipment) is typically only provided after shipping, and by the carrier used for delivery, rather than the seller (and, in any case, not part of the order confirmation).

35 U.S.C. §103 Rejection

The Office Action rejected claims 16 and 17 under 35 U.S.C. §103, as allegedly obvious over Dialog File 613 in view of Sakar (U.S. Patent No. 6,418,448). Applicants respectfully, but most strenuously, traverse this rejection.

Similar to claims 1 and 31, claim 16 recites (albeit in means-for language) "...obtaining an electronic order confirmation, comprising an entitled price..." and "...obtaining an electronic order confirmation, comprising ... an estimated date of delivery..." Thus, Applicants submit that the remarks made above with respect to claims and 31 also apply to claim 16. Sakar fails to remedy the shortcomings noted above with respect to Dialog File 613.

Therefore, Applicants submit that claim 16 also cannot be made obvious over Dialog File 613 in view of Sakar.

CONCLUSION

Applicants submit that the dependent claims are allowable for the same reasons as the independent claims from which they directly or ultimately depend, as well as for their additional limitations.

Applicants acknowledge the references cited in the Office Action, but not substantively applied. However, Applicants submit that the pending claims are patentable thereover as well.

For all the above reasons, Applicants maintain that the claims of the subject application define patentable subject matter and earnestly requests allowance of claims 1-45.

If a telephone conference would be of assistance in advancing prosecution of the subject application, Applicants' undersigned attorney invites the Examiner to telephone him at the number provided.



Wayne F. Reinke
Attorney for Applicants
Registration No.: 36,650

Dated: December 30, 2003.

HESLIN ROTHENBERG FARLEY & MESITI P.C.
5 Columbia Circle
Albany, New York 12203-5160
Telephone: (518) 452-5600
Facsimile: (518) 452-5579